EXHIBIT 1

ZURICH
FINANCIAL SERVICES

March 24, 2006

David Brown, Esq.
Chief, Investment Protection Bureau
New York Attorney General's Office
120 Broadway
New York, NY 10271

The Honorable Howard Mills
Superintendent of Insurance
State of New York
25 Beaver Street
New York, NY 10004

Dear Mr. Brown and Superintendent Mills:

On March 24, 2006, Zurich Holding Company of America, Inc. ("Zurich Holding") and Zurich American Insurance Company ("ZAIC" and, together with Zurich Holding and ZFS's insurance subsidiaries, in which ZFS has a controlling interest, doing business in the United States and its territories, "Zurich US") entered into an Assurance of Discontinuance with the Attorney General of the State of New York, the Attorney General of Illinois and the Attorney General of the State of Connecticut (collectively, the "Attorneys General") and, on the same day, entered into a Stipulation with the Superintendent of Insurance of the State of New York (the "Superintendent"), in each instance relating to the practices of Zurich US in the marketing, sale, renewal, placement or servicing of insurance for their policyholders and their accounting and public reporting practices, including those relating to non-traditional and finite insurance and finite reinsurance. In the Assurance of Discontinuance and the Stipulation, detailed requirements are imposed on Zurich US's future business activities and conduct.

ZFS is the ultimate parent holding company of Zurich Holding and ZAIC. ZFS has reviewed the provisions and requirements of the Assurance of Discontinuance and the Stipulation and acknowledges the obligations they impose on Zurich US. ZFS supports and approves of Zurich Holding and ZAIC entering into the Assurance of Discontinuance and the Stipulation, and ZFS will cooperate with, assist and support Zurich US in meeting all obligations they impose on Zurich US. In addition, ZFS commits that ZFS and its affiliated entities doing business outside of the United States will conform their conduct to the requirements of the Assurance of Discontinuance and the Stipulation when engaging in insurance transactions, directly or through professional intermediaries, with United States resident insureds for policies principally associated with property or operations situated in the United States.

ZFS understands and agrees that its willingness to provide this letter is a material element in the Attorneys General and Superintendent's respective decisions to enter into the Assurance of Discontinuance and the Stipulation.

ZFS makes these commitments without prejudice to its legal position respecting the exercise of jurisdiction of United States federal and state governmental and judicial authorities over its activities.

Sincerely,
Zurich Financial Services

James J. Schiro
Chief Executive Officer

Dr. Monica Maechler-Erne
General Counsel

cc: Richard Blumenthal
Attorney General
State of Connecticut

Lisa Madigan
Attorney General
State of Illinois

EXHIBIT 2

SETTLEMENT AGREEMENT WITH
OFFICES OF THE ATTORNEYS GENERAL

This Settlement Agreement with Offices of the Attorneys General and certain insurance regulators (the "AG Settlement Agreement") is entered into by and between Zurich American Insurance Company and its insurance subsidiaries, including but not limited to, Steadfast Insurance Company, Fidelity & Deposit Company of Maryland, Empire Fire & Marine Insurance Company, American Guarantee & Liability Insurance Company, Empire Indemnity Insurance Company, and Assurance Company of America (collectively, the "Zurich Insurers"), and the Office of the Attorney General of the States of California, Florida, Hawaii, Maryland, Oregon, Texas and West Virginia and the Commonwealths of Massachusetts, Pennsylvania and Virginia, the Chief Financial Officer of the State of Florida and the Office of Insurance Regulation of the State of Florida (collectively, the "Settling Attorneys General").

WHEREAS, certain state attorneys general and insurance departments initiated civil investigations (collectively, the "Investigations") into (*i*) the practices by which insurers (including the Zurich Insurers) provide quotations to insureds and prospective insureds through brokers and agents in connection with the placement and renewal of insurance contracts and (*ii*) contracts, agreements, arrangements and understandings respecting the payment of commissions that are contingent upon, among other things, the broker or agent placing a particular number of policies or dollar value of premium with the Zurich Insurers; and

WHEREAS, the Settling Attorneys General have found that:

1. the Zurich Insurers have cooperated, and continue to cooperate, with the attorneys general as well as with the departments of insurance in connection with issues arising respecting the conduct that is the subject of the Investigations;

2. the Zurich Insurers have reviewed their practices relevant to the conduct and issues that are the subject of such Investigations and have adopted and will continue to reform compliance efforts relevant to such conduct and issues;

3. Zurich American Insurance Company, Steadfast Insurance Company, Fidelity & Deposit Company of Maryland, Empire Fire & Marine Insurance Company, American Guarantee & Liability Insurance Company, Empire Indemnity Insurance Company, and Assurance Company of America are named defendants in a putative class action styled *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663, Civil No. 04-5184 (FSH) (the "Class Action"), which action is pending in the United States District Court for the District of New Jersey (the "Class Action Court");

4. the claims made in the Class Action (the "Class Action Claims") by the plaintiffs (the "Class Action Plaintiffs") are made on behalf of a nationwide class of insurance policyholders, and are based upon the acts, practices or courses of conduct that are the subject of the Investigations;

5. the Zurich Insurers and Class Action Plaintiffs have agreed to the principal terms of a settlement of the Class Action, which terms are set out in an October 14, 2005 Memorandum of Understanding (the "MOU"), a copy of which is attached as Exhibit A and incorporated herein by reference;

6. the Zurich Insurers and the Class Action Plaintiffs are in the process of negotiating the terms of a settlement agreement consistent with the terms of the MOU;

7. as set out in the MOU, execution of a settlement agreement with the Class Action Plaintiffs is subject to, among other things, the Zurich Insurers' ability to resolve the Investigations;

8. the Zurich Insurers have negotiated settlement agreements (the "Regulatory Settlement Agreements") with certain of the departments of insurance ("Settling Insurance Regulators") that contain substantially similar settlement terms as are set out in this AG Settlement Agreement;

9. in resolving the pending Investigations, the Zurich Insurers may settle civil claims relating to the acts, practices or courses of conduct that are the subject of the Investigations with other state attorneys general and/or departments of insurance pursuant to agreements that may require the Zurich Insurers or any of them to pay a monetary amount under terms that are different from those set out in this AG Settlement Agreement ("Parallel Agreements"); and

10. the Zurich Insurers may negotiate a Parallel Agreement with the New York Attorney General and/or the New York Department of Insurance (the "NY Parallel Agreement"); and

WHEREAS, the Zurich Insurers and the Settling Attorneys General wish to resolve any and all issues, allegations and/or claims based upon the acts, practices or courses of conduct that are the subject of the Investigations; and

WHEREAS, the Settling Attorneys General find that:

1. execution of this AG Settlement Agreement is in the public interest; and

2. this AG Settlement Agreement is entered into solely for the purpose of resolving any and all issues, allegations and/or claims that arise as to the Zurich Insurers based upon the acts, practices or courses of conduct that are the subject of the Investigations and is not intended to be used for any other purpose;

3. there is no intent on the part of the Settling Attorneys General in entering into this AG Settlement Agreement that any of its terms place the Zurich Insurers at a competitive disadvantage; and

4. the Zurich Insurers enter into this AG Settlement Agreement without admitting any issue, allegation and/or claim that has arisen or might arise as to the Zurich Insurers based upon the acts, practices or courses of conduct that are the subject of the Investigations; and

WHEREAS, this AG Settlement Agreement shall become effective on the date that it is signed by the Zurich Insurers and the Settling Attorneys General.

NOW THEREFORE, the Zurich Insurers and each of the Settling Attorneys General hereby enter into this AG Settlement Agreement and agree as follows:

ENTRY OF ORDER AND STIPULATED INJUNCTION

1. The Zurich Insurers agree to entry of an Order and Stipulated Injunction in the state court of each of the signatory states in a form substantially and materially consistent with the document attached as Exhibit B; *provided* that the Settling Attorneys General shall submit the Order and Stipulated Injunction to each of their respective state courts for entry within one hundred eighty (180) days following the execution of this AG Settlement Agreement.

RESTITUTION

2. The Zurich Insurers shall pay or cause to be paid to Settlement Class Members one hundred million dollars ($100,000,000) (the "Settlement Amount") plus fifty-one million seven hundred thousand dollars ($51,700,000) (the "Additional Settlement Amount"), which amounts (collectively, the "Combined Settlement Amount") will be distributed pursuant to the Plan of Allocation and which payment shall, as more fully set out in Paragraph 9, resolve all of the issues, allegations and claims that arise as to the Zurich Insurers pursuant to the Investigations; *provided* that, subject to the consent of the Settling Attorneys General, the payment of the Combined Settlement Amount shall be made pursuant to the terms and conditions set out in the Class Action settlement agreement, which terms and conditions shall provide, among other things, that, within ten (10) business days following preliminary approval of the settlement agreement by the Class Action Court, the Zurich Insurers shall (*i*) pay or cause to be paid an initial payment from the Combined Settlement Amount (the "Initial Payment") plus one hundred thousand dollars ($100,000) to cover the costs of providing notice to Settlement Class Members and (*ii*) deposit or cause to be deposited the Combined Settlement Amount less the Initial Payment into an escrow account, which account shall be subject to an escrow agreement that shall provide, among other things, (*a*) that the account shall be under the joint control of the Zurich Insurers, Co-Lead Counsel and the Settling Attorneys General and (*b*) for the payment of interest to Settlement Class Members on the monies deposited in the escrow account, with such interest to be calculated at the one-year LIBOR rate for the period starting from the date the monies are deposited into the escrow account until such date as the monies are transferred out of the escrow account after approval of the class action settlement becomes final and no longer

subject to appeal; *provided further* that the terms Settlement Amount, Settlement Class Members and Plan of Allocation have the same meaning as in the MOU.

3. No part of the Combined Settlement Amount shall be used to pay (*i*) the attorneys' fees or expenses of counsel for the Class Action Plaintiffs, including but not limited to the fees and expenses of Co-Lead Counsel (as that term is defined in the MOU), (*ii*) the attorneys' fees or expenses of any of the Settling Attorneys General or the Settling Insurance Regulators or (*iii*) any portion of the State Payment, as that term is defined in Paragraph 7 below. No portion of the Combined Settlement Amount shall be considered a fine or a penalty.

4. Pursuant to the terms of the MOU, the Plan of Allocation, which shall be subject to approval by the Class Action Court, shall be prepared by Co-Lead Counsel upon consultation with, and with the cooperation of, among others, the Settling Attorneys General, and shall provide that the Combined Settlement Amount shall be fairly allocated among the states and Settlement Class Members in a manner that responds to all of the Class Action Claims for the entirety of the Settlement Class Period; *provided* that, in negotiating the terms of the settlement agreement with the Class Action Plaintiffs, the Zurich Insurers will use their best efforts to ensure that the Settling Attorneys General be given an equal, rather than consultative, role with Co-Lead Counsel in preparing the Plan of Allocation; *provided further* that the terms Settlement Class Members and Settlement Class Period have the same meaning as in the MOU.

5. To the extent the Zurich Insurers or any of them enter into a Parallel Agreement with any state other than Ohio, the Zurich Insurers shall be given a credit against the Additional Settlement Amount (a "Settlement Credit"), which Settlement Credit shall equal the

amount paid pursuant to such Parallel Agreement; *provided* that application of the Settlement Credit shall be subject to the following:

a. no portion of the Settlement Credit shall be used to pay fines, penalties, fees or costs incurred in connection with any Investigation or any Parallel Agreement (including the NY Parallel Agreement);

b. the aggregate amount of all Settlement Credits applied against the Additional Settlement Amount pursuant to this Paragraph 5 shall not exceed thirty million nine hundred thousand dollars ($30,900,000), which amount shall be allocated as follows: twenty-nine million nine hundred thousand dollars ($29,900,000) shall be available as a Settlement Credit in connection with any monetary amount (other than the payment of a fine, penalty, fee or cost) that the Zurich Insurers must pay pursuant to a NY Parallel Agreement (the "NY Settlement Credit") and a total of one million dollars ($1,000,000) shall be available as a Settlement Credit in connection with any monetary amount (other than the payment of a fine, penalty, fee or cost) that the Zurich Insurers must pay pursuant to a Parallel Agreement other than, for an avoidance of doubt, a NY Parallel Agreement or an Ohio Parallel Agreement.

c. a Settlement Credit shall be applied against the Additional Settlement Amount and refunded to the Zurich Insurers from the escrow account after the amounts with respect to which the Zurich Insurers are seeking such Settlement Credit have been paid to insureds pursuant to the terms of the relevant Parallel Agreement; *provided* that if the amount distributed to insureds pursuant to the NY Parallel Agreement (the "NY Distributed Amount") is less than the NY Settlement Credit, the NY Settlement Credit shall be reduced by

an amount equal to the difference between the NY Settlement Credit and the NY Distributed Amount (the "NY Settlement Credit Balance").

d. This Paragraph 5 is subject to Paragraph 26 below.

6. If any portion of monetary relief (other than a fine, penalty, fee or cost) that the Zurich Insurers are required to pay or cause to be paid under the terms of a Parallel Agreement (including the NY Parallel Agreement) is not claimed by the persons or entities eligible to receive such relief under the Parallel Agreement and the Parallel Agreement provides for such unclaimed monetary relief to be distributed to Settlement Class Members (the "Spillover Amount"), such Spillover Amount shall be distributed to Settlement Class Members pursuant to the Plan of Allocation in a manner that is not inconsistent with the terms of the relevant Parallel Agreement; *provided* that if the NY Settlement Credit has been reduced pursuant to the proviso in Paragraph 5.c above, then, at the time the Spillover Amount is provided for distribution to Settlement Class Members, the NY Settlement Credit Balance shall be applied as a credit against the Additional Settlement Amount and refunded to the Zurich Insurers from the escrow account.

PAYMENT TO STATES

7. Within sixty (60) days following the execution date of this AG Settlement Agreement, the Zurich Insurers shall pay or cause to be paid by wire transfer, certified check or other guaranteed funds into an escrow account(s) as directed by the Settling Attorneys General the amount of twenty million dollars ($20,000,000) (the "State Payment"), which escrow account(s) shall be subject to an escrow agreement that shall provide, among other things, that (*i*) if this AG Settlement Agreement is terminated pursuant to its terms prior to December 27, 2006, the State Payment shall be refunded to the Zurich Insurers from the escrow account(s) less

any reasonable attorneys' fees and out-of-pocket expenses incurred by the Settling Attorneys General and the Settling Insurance Regulators in connection with their Investigations of the Zurich Insurers as of the date of termination and (*ii*) if this AG Settlement Agreement has not been terminated as of December 27, 2006, then the escrow account(s) shall be terminated and the State Payment (plus accrued interest) shall be distributed to the Settling Attorneys General and the Settling Insurance Regulators; *provided* that the State Payment represents (*a*) disgorgement in lieu of civil penalties and/or (*b*) attorneys' fees and costs that have been or that will be incurred by the Settling Attorneys General and/or the Settling Insurance Regulators relating to (*i*) their investigation of the acts, practices and courses of conduct that are the subject of this AG Settlement Agreement and the Regulatory Settlement Agreement, (*ii*) negotiating this AG Settlement Agreement and the Regulatory Settlement Agreement, (*iii*) facilitating notification to Settlement Class Members, (*iv*) monitoring and inspecting the implementation of, and providing consumer outreach regarding, the Class Action settlement, (*v*) obtaining final approval of the Class Action settlement by the Class Action Court that is no longer subject to appeal, (*vi*) responding to any appeals taken respecting the Class Action Court's approval of the Class Action settlement and (*vii*) monitoring and enforcing compliance with the Order. The State Payment shall be used as set forth in consent judgments between each Settling Attorney General and the Zurich Insurers to be entered in each of the signatory states' respective court and, absent limitations in such consent judgment and consistent with applicable state law, the monies may be, at the sole discretion of the Settling Attorney General in each signatory state, applied for any of the following purposes: (*i*) payment of attorneys' fees and costs, (*ii*) antitrust or consumer protection law enforcement, (*iii*) deposit into a state antitrust or consumer protection revolving

fund or (*iv*) any other use in accordance with state law; *provided further* that the Settling Attorneys General shall be responsible for allocating the State Payment among the Settling Attorneys General and the Settling Insurance Regulators.

NON-ADMISSIBILITY OF AGREEMENTS AND PROCEEDINGS

8. Nothing in the MOU, this AG Settlement Agreement, the Order, the Regulatory Settlement Agreement or any Parallel Agreement shall be admissible or serve as the basis of any disqualification for any license, privilege, grant or authority or eligibility to hold any position in any State Proceeding as to any Zurich Releasee (as that term is defined in Paragraph 9 below) in connection with any State Proceeding. For purposes of this paragraph, the term State Proceeding shall mean any proceeding (whether formal or informal, administrative or judicial) brought by or on behalf of or before any state entity, including without limitation, a proceeding in which any license or permit issued to a Zurich Releasee or the ability of a Zurich Releasee to do business is either challenged or being considered for any reason by such state entity; *provided however*, that nothing in this paragraph 8 shall prohibit a state entity from enforcing any provision of this AG Settlement Agreement.

RESOLUTION OF CLAIMS AND INVESTIGATIONS AND COVENANT NOT TO SUE

9. Upon execution of this AG Settlement Agreement, the Settling Attorneys General shall terminate each and every existing investigation, inquiry, claim and/or proceeding (whether formal or informal) as to any Zurich Insurer, as to any of a Zurich Insurer's respective parents, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), divisions, business units and subsidiaries (including, without limitation, Zurich Financial Services), and as to any current or former director, officer or employee of any of the foregoing (collectively, the

"Zurich Releasees") directly relating to the acts, practices or courses of conduct that are the subject of the Investigations or relating to any acts, practices or courses of conduct that are addressed in the Class Action Claims; *provided however*, that Zurich Releasees shall not include (*i*) any individuals who were former officers or employees of the Zurich Insurers' business unit that was known as the Marsh & McLennan Global Broking unit (also known as the Zurich Insurers' MMGB Unit) and who are no longer officers or employees of a Zurich Releasee or (*ii*) any entity that may, following the execution of the AG Settlement Agreement, become a successor, parent or acquirer of the Zurich Insurers or any of them, but such entity shall not be a Zurich Releasee only with respect to such entity's participation, prior to becoming a successor parent or acquirer of the Zurich Insurers or any of them, in acts, practices or courses of conduct that are the subject of the Investigations.

10. The Settling Attorneys General shall not initiate any new, or reinstate any terminated, investigation, inquiry, claim and/or proceeding (whether formal or informal) as to any Zurich Releasee where the investigation, inquiry, claim and/or proceeding is based upon the acts, practices or courses of conduct that are the subject of the Investigations or that are based upon the acts, practices or courses of conduct that are addressed in the Class Action Claims.

11. Nothing in paragraphs 9 and 10 above shall be deemed to release any individual or entity (including any broker, insurer, defendant in the Class Action, or individual or entity specifically excluded from the term "Zurich Releasee" in the proviso to Paragraph 9) other than those individuals and entities that are within the definition of Zurich Releasees.

12. Nothing in Paragraphs 9 and 10 shall be deemed to preclude a Settling Attorney General's or a Settling Insurance Regulator's review of acts, practices or courses of conduct that occur after the execution date of the AG Settlement Agreement.

13. In exchange for the consideration cited within this AG Settlement Agreement, the Settling Attorneys General covenant not to bring any action against the Zurich Releasees based upon or involving Finite Insurance/Reinsurance and/or Non-Traditional Products, which collectively, for purposes of this AG Settlement Agreement, is defined as any product or service that was entered into, completed, closed, purchased, developed, marketed, distributed, offered, sold, or authorized for sale or distribution by a Zurich Releasee that could be or was used to affect the timing or amount of revenue or expense recognized in any particular reporting period, including without limitation, transferring financial assets off of a counter-party's or a Zurich Releasee's balance sheet, extinguishing liabilities, avoiding charges or credits to the counter-party's or the Zurich Releasee's financial statements, deferring the recognition of a known and quantifiable loss, or transferring risk through an insurance transaction in which a material term relating to such risk transfer (whether or not legally enforceable) is not reflected in the formal written contractual documentation for the transaction; *provided* that nothing in this Paragraph 13 shall be construed as a release or as otherwise precluding any Settling Insurance Regulators, including without limitation, the Florida Department of Financial Services and the Office of Insurance Regulation of the State of Florida, from seeking and obtaining any and all relief against a Zurich Releasee for claims (if any) relating to Finite Insurance/Reinsurance and/or Non-Traditional Products.

OTHER PROVISIONS

14. The Settling Attorneys General will support before the Class Action Court the Class Action Court's approval of all terms and conditions of the MOU as incorporated into the Class Action settlement other than those relating to the payment of attorneys' fees and expenses to plaintiffs' counsel in the Class Action, with respect to which the Settling Attorneys General shall take no position.

15. The fact that the Zurich Insurers have entered into this AG Settlement Agreement is not intended to disqualify any Zurich Releasee from engaging in any business in any of the signatory states. Nothing in this AG Settlement Agreement shall relieve any of the Zurich Releasees from obligations imposed by any applicable state insurance law or regulation, or other applicable law.

16. This AG Settlement Agreement is not intended to and shall not confer any rights upon any persons or entities besides the Settling Attorneys General and the Zurich Releasees.

17. The Zurich Insurers shall maintain custody of, or make arrangements to have maintained, all documents and records that relate to the acts, practices or courses of conduct that are the subject of the Investigations for a period of not less than six (6) years.

18. If compliance with any aspect of this AG Settlement Agreement proves impracticable, the Zurich Insurers reserve the right to request from the Settling Attorneys General a modification to this AG Settlement Agreement accordingly.

19. Whenever this AG Settlement Agreement or the settlement agreement in the Class Action requires that notice be provided, such notice shall be provided by certified or registered mail, return receipt requested, postage prepaid or by hand delivery to:

If to the Settling Attorneys General:

Mark Tobey, Esq.
Chief, Antitrust and Civil Medicaid Fraud Division
Office of the Attorney General – State of Texas
300 W. 15th Street, 9th Floor
Austin, Texas 78701
Telephone: (512) 463-1262
Facsimile: (512) 320-0975

Patricia A. Conners, Esq.
Director, Antitrust Division
Office of the Attorney General – State of Florida
Antitrust Division
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Telephone: (850) 414-3300
Facsimile: (850) 488-9134

Tom Gallagher
Chief Financial Officer of the State of Florida
c/o Dennis Silverman
Chief Counsel
Department of Financial Services
200 East Gaines Street
Suite 612
Tallahassee, Florida 32399-0333
Telephone : (850) 413-4162
Facsimile : (850) 488-0697

Steven H. Parton, Esq.
General Counsel
Jim L. Bennett, Esq.
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 612K
Tallahassee, Florida 32399-0333
Telephone: (850) 413-4171
Facsimile: (850) 922-2543

Glenn Kaplan, Esq.
Chief, Insurance Division
Quentin Palfrey, Esq.
Assistant Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108
Telephone: (617) 727-2200, ext. 2458

James A. Donahue III, Esq.
Chief Deputy Attorney General
Office of the Attorney General of Pennsylvania
14th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 705-2523
Facsimile: (717) 705-7110

If to the Zurich Insurers:

Ralph C. Ferrara, Esq.
Stephen A. Best, Esq.
Ann M. Ashton, Esq.
David S. Turetsky, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
1875 Connecticut Avenue, N.W.
Suite 1200
Washington, D.C. 20009
Telephone: (202) 986-8000
Facsimile: (202) 986-8102

Alice Kane, Esq.
Zurich North America
105 E. 17th Street
New York, New York 10004
Telephone: (917) 534-4500

David Bowers, Esq.
Zurich North America
1400 American Lane
Schaumburg, Illinois 60196
Telephone: (847) 605-6000

20. This AG Settlement Agreement shall be governed by and interpreted according to the laws of State of New Jersey, excluding its conflict of laws provisions; *provided however*, that the Order shall be governed by and interpreted according to the laws of the state court in which it is entered, excluding its conflict of laws provisions.

21. All matters relating to the enforcement and interpretation of this AG Settlement Agreement shall be subject to the jurisdiction of the Class Action Court; *provided however*, that the Class Action Court's exercise of jurisdiction over this AG Settlement Agreement shall not constitute a basis for nor give rise to personal jurisdiction over Zurich Financial Services; *provided further* that, consistent with Paragraph V.32 of the Order, the state court in which the Order is entered shall retain jurisdiction to interpret and enforce the Order.

22. Nothing in this AG Settlement Agreement shall prevent or otherwise restrict a Settling Insurance Regulator from pursuing regulatory action against a Zurich Insurer for regulatory issues that are unrelated to claims released pursuant to Paragraphs 9 and 10 above.

23. This AG Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile or by an electronically

transmitted signature shall be fully and legally binding on the Settling Attorneys General and the Zurich Insurers.

24. Nothing in this AG Settlement Agreement or any of its terms and conditions shall be interpreted to alter in any way the contractual terms of any insurance policy sold, assumed or acquired by a Zurich Insurer.

25. At any time prior to the date on which the Class Action Court's approval of the Class Action settlement agreement becomes final and no longer subject to appeal, each of the parties to this AG Settlement Agreement shall have the right, but not the obligation, to terminate this AG Settlement Agreement if (*i*) the MOU is terminated, (*ii*) any settlement agreement executed in the Class Action is terminated or (*iii*) the Court refuses to enter the Order and Stipulated Injunction in a form substantially and materially consistent with Exhibit B.

26. The Settling Attorneys General shall have the right, but not the obligation, to terminate this AG Settlement Agreement if the Zurich Insurers agree to make a payment (other than the payment of a fine, penalty, fee or cost) pursuant to any Parallel Agreement (other than the NY Parallel Agreement) that offers payments to insureds in the state that is party to the Parallel Agreement that are disproportionately higher than the payments offered to similarly situated insureds in other states pursuant to the Plan of Allocation (as that term is defined in the MOU) and the NY Parallel Agreement; *provided however*, that the ability of the Settling Attorneys General to terminate this AG Settlement Agreement pursuant to this paragraph shall expire as of the close of business on December 26, 2006.

27. The Settling Attorneys General shall have the right, but not the obligation to terminate this AG Settlement Agreement if they are not satisfied with the Plan of Allocation;

provided however, that the ability of the Settling Attorneys General to terminate this AG Settlement Agreement pursuant to this paragraph shall expire at the earlier of the date on which the Class Action Court's approval of the Class Action settlement agreement becomes final or the date on which the Class Action Court approves the Plan of Allocation.

28. If this AG Settlement Agreement is terminated, it shall be null and void and shall have no force or effect, and neither the Zurich Insurers nor the Settling Attorneys General shall be bound by any of its terms, except as follows:

a. The provisions of Paragraph 7 relating to the refund of the State Payment from the escrow account shall continue in effect.

b. Neither this AG Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever.

c. Neither the Zurich Insurers' agreement to the terms set out in this AG Settlement Agreement nor its execution of this AG Settlement Agreement shall constitute or be construed to be an admission by the Zurich Insurers or any of them that any wrongdoing has taken place, that any federal or state laws or common law have been violated, or that any antitrust injury has occurred.

Executed this 20th day of March, 2006.

ATTORNEY GENERAL OF THE STATE OF TEXAS

GREG ABBOTT
Attorney General of Texas
BARRY R. McBEE
First Assistant Attorney General

EDWARD D. BURBACH
Deputy Attorney General for Litigation

MARK TOBEY
Assistant Attorney General
Chief, Antitrust and Civil Medicaid Fraud Division
Texas Bar No. 20082960
KIM VAN WINKLE
Assistant Attorney General
BRET FULKERSON
Assistant Attorney General
Office of the Attorney General
P. O. Box 12548
Austin, Texas 78711-2548

RALPH C. FERRARA
STEPHEN A. BEST
ANN M. ASHTON
DAVID S. TURETSKY
LeBoeuf, Lamb, Greene & MacRae LLP
1875 Connecticut Avenue, N.W., Suite 1200
Washington, D.C. 20009

ATTORNEYS FOR ZURICH AMERICAN INSURANCE COMPANY, STEADFAST INSURANCE COMPANY, FIDELITY & DEPOSIT COMPANY OF MARYLAND, EMPIRE FIRE & MARINE INSURANCE COMPANY, AMERICAN GUARANTEE & LIABILITY INSURANCE COMPANY, EMPIRE INDEMNITY INSURANCE COMPANY, AND ASSURANCE COMPANY OF AMERICA

Executed this 17th day of March, 2006

ATTORNEY GENERAL OF THE STATE OF TEXAS

GREG ABBOTT
Attorney General of Texas
BARRY R. McBEE
First Assistant Attorney General

EDWARD D. BURBACH
Deputy Attorney General for Litigation

MARK TOBEY
Assistant Attorney General
Chief, Antitrust and Civil Medicaid Fraud Division
Texas Bar No. 20082960
KIM VAN WINKLE
Assistant Attorney General
BRET FULKERSON
Assistant Attorney General
Office of the Attorney General
P. O. Box 12548
Austin, Texas 78711-2548

RALPH C. FERRARA
STEPHEN A. BEST
ANN M. ASHTON
DAVID S. TURETSKY
LeBoeuf, Lamb, Greene & MacRae LLP
1875 Connecticut Avenue, N.W., Suite 1200
Washington, D.C. 20009

ATTORNEYS FOR ZURICH AMERICAN INSURANCE COMPANY, STEADFAST INSURANCE COMPANY, FIDELITY & DEPOSIT COMPANY OF MARYLAND, EMPIRE FIRE & MARINE INSURANCE COMPANY, AND ASSURANCE COMPANY OF AMERICA

ATTORNEY GENERAL, DEPARTMENT OF FINANCIAL SERVICES AND OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

CHARLES J. CRIST, JR.
Attorney General
State of Florida

L. CLAYTON ROBERTS
Deputy Attorney General
Florida Bar No. 44709
PATRICIA A. CONNERS
Director, Antitrust Division
Florida Bar No. 361275
Office of the Attorney General
Antitrust Division
PL-01, The Capitol
Tallahassee, Florida 32399-1050

KEVIN M MCCARTY
Commissioner
Florida Office of Insurance Regulation

by:_____
STEVEN H. PARTON
General Counsel
Florida Bar No. 188357
JIM L. BENNETT
Florida Bar No. 0764442
Assistant General Counsel
Florida Office of Insurance Regulation
200 E. Gaines Street, Suite 612K
Tallahassee, Florida 32399-4206

TOM GALLAGHER
Chief Financial Officer of the State of Florida
Department of Financial Services

by:_____
DENNIS SILVERMAN
Chief Counsel
Department of Financial Services
200 East Gaines Street
Suite 612
Tallahassee , Florida 32399-0333

ATTORNEY GENERAL, DEPARTMENT OF FINANCIAL SERVICES AND OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

CHARLES J. CRIST, JR.
Attorney General
State of Florida

L. CLAYTON ROBERTS
Deputy Attorney General
Florida Bar No. 44709
PATRICIA A. CONNERS
Director, Antitrust Division
Florida Bar No. 361275
Office of the Attorney General
Antitrust Division
PL-01, The Capitol
Tallahassee, Florida 32399-1050

KEVIN M MCCARTY
Commissioner
Florida Office of Insurance Regulation

by:
STEVEN H. PARTON
General Counsel
Florida Bar No. 188357
JIM L. BENNETT
Florida Bar No. 0764442
Assistant General Counsel
Florida Office of Insurance Regulation
200 E. Gaines Street, Suite 612K
Tallahassee, Florida 32399-4206

TOM GALLAGHER
Chief Financial Officer of the State of Florida
Department of Financial Services

by:
DENNIS SILVERMAN
Chief Counsel
Department of Financial Services
200 East Gaines Street
Suite 612
Tallahassee , Florida 32399-0333

ATTORNEY GENERAL OF THE STATE OF CALIFORNIA

BILL LOCKYER
Attorney General of the State of California
KATHLEEN FOOTE
Senior Assistant Attorney General

By: Lindsay Bower
LINDSAY BOWER
Deputy Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102

ATTORNEY GENERAL OF THE STATE OF HAWAII

MARK J. BENNETT
Attorney General
State of Hawaii

_____
DEBORAH DAY EMERSON
RODNEY I. KIMURA
Deputy Attorneys General
Department of the Attorney General
425 Queen Street
Honolulu, Hawaii 96813

ATTORNEY GENERAL OF THE STATE OF CALIFORNIA

BILL LOCKYER
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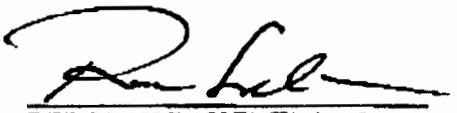
KATHLEEN FOOTE
Senior Assistant Attorney General

By: _____
LINDSAY BOWER
Deputy Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102

ATTORNEY GENERAL OF THE STATE OF HAWAII

MARK J. BENNETT
Attorney General
State of Hawaii



DEBORAH DAY EMERSON
RODNEY I. KIMURA
Deputy Attorneys General
Department of the Attorney General
425 Queen Street
Honolulu, Hawaii 96813

ATTORNEY GENERAL OF THE STATE OF MARYLAND

J. JOSEPH CURRAN, JR.
Attorney General

ELLEN S. COOPER
Assistant Attorney General
Chief, Antitrust Division

ALAN M. BARR
Assistant Attorney General
Deputy Chief, Antitrust Division

JOHN R. TENNIS
Assistant Attorney General
Antitrust Division
200 Saint Paul Place
Baltimore, MD 21202

ATTORNEY GENERAL OF THE COMMONWEALTH OF MASSACHUSETTS

THOMAS F. REILLY
Attorney General
Commonwealth of Massachusetts

GLENN KAPLAN, BBO #567308
Chief, Insurance Division
QUENTIN PALFREY, BBO #655547
Assistant Attorney General
One Ashburton Place
Boston, MA 02108

ATTORNEY GENERAL OF THE STATE OF MARYLAND

J. JOSEPH CURRAN, JR.
Attorney General

ELLEN S. COOPER
Assistant Attorney General
Chief, Antitrust Division

ALAN M. BARR
Assistant Attorney General
Deputy Chief, Antitrust Division

JOHN R. TENNIS
Assistant Attorney General
Antitrust Division
200 Saint Paul Place
Baltimore, MD 21202

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THOMAS F. REILLY
Attorney General
Commonwealth of Massachusetts

GLENN KAPLAN, BBO #567308
Chief, Insurance Division
QUENTIN PALFREY, BBO #655547
Assistant Attorney General
One Ashburton Place
Boston, MA 02108

ATTORNEY GENERAL OF THE STATE OF OREGON

HARDY MYERS, Attorney General

By: _____

CAREN ROVICS
Senior Assistant Attorney General
Oregon Attorney General
1162 Court Street NE
Salem, Oregon 97301-4096

COMMONWEALTH OF PENNSYLVANIA

THOMAS W. CORBETT, JR.
Attorney General

By: _____

JAMES A. DONAHUE, III
Chief Deputy Attorney General
BENJAMIN L. COX
Deputy Attorney General
Office of Attorney General
Antitrust Section
14th Floor, Strawberry Square
Harrisburg, PA 17129

ATTORNEY GENERAL OF THE STATE OF OREGON

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By: _____

CAREN ROVICS
Senior Assistant Attorney General
Oregon Attorney General
1162 Court Street NE
Salem, Oregon 97301-4096

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Office of Attorney General
Antitrust Section
14th Floor, Strawberry Square
Harrisburg, PA 17129

ATTORNEY GENERAL OF THE COMMONWEALTH OF VIRGINIA

ROBERT F. MCDONNELL
Attorney General
Commonwealth of Virginia

Jennifer L. Gobble

DAVID B. IRVIN (VSB # 23927)
Senior Assistant Attorney General and Chief
JENNIFER L. GOBBLE (VSB # 65493)
Assistant Attorney General
Antitrust and Consumer Litigation Section
900 East Main Street
Richmond, Virginia 23219

STATE OF WEST VIRGINIA ex rel.

DARRELL V. MCGRAW, JR.
Attorney General
By Counsel,

_____

JILL L. MILES
Deputy Attorney General
DOUGLAS L. DAVIS
Assistant Attorney General
Consumer Protection and Antitrust Division
P.O. Box 1789
Charleston, WV 25326

ATTORNEY GENERAL OF THE COMMONWEALTH OF VIRGINIA

ROBERT F. MCDONNELL
Attorney General
Commonwealth of Virginia

DAVID B. IRVIN (VSB # 23927)
Senior Assistant Attorney General and Chief
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900 East Main Street
Richmond, Virginia 23219

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Attorney General
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Assistant Attorney General
Consumer Protection and Antitrust Division
P.O. Box 1789
Charleston, WV 25326

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re	)	
INSURANCE BROKERAGE ANTITRUST LITIGATION	)	**MDL No. 1663**
	)	**Civil No. 04-5184 (FSH)**

MEMORANDUM OF UNDERSTANDING

WHEREAS, Zurich Financial Services Group, Zurich American Insurance Company, Steadfast Insurance Company, Fidelity & Deposit Company of Maryland, Empire Fire & Marine Insurance Company, American Guarantee & Liability Insurance Company, Empire Indemnity Insurance Company, and Assurance Company of America (collectively, the "Zurich Defendants") have been named as defendants in a putative class action styled *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663, Civil No. 04-5184 (FSH) (the "Action"), alleging that the Zurich Defendants, among other things, engaged in certain conduct in violation of federal and state statutes and common law (the "Class Action Allegations"); and

WHEREAS, Zurich Financial Services is the indirect parent of the Zurich Defendants (other than Zurich Financial Services Group (corrected to be Zurich Financial

Services)) and any and all of their respective parents, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), divisions, business units and subsidiaries; and

WHEREAS, Zurich Financial Services Group is not a legal entity; and

WHEREAS, the Zurich Defendants and certain of their insurance subsidiaries and insurance affiliates (collectively, the "Zurich Insurers") are the subject of certain governmental investigations, inquiries or proceedings that have been, or that are threatened to be, initiated (the "Governmental Proceedings") by state regulatory or prosecutorial entities (the "Governmental Entities") based upon the allegations that give rise to the claims made or that could have been made in this Action (the "Governmental Entity Claims"); *provided* that the currently pending Governmental Proceedings are listed in Exhibit A and the Zurich Insurers currently involved in Governmental Proceedings are listed in Exhibit B; *provided further* that both Exhibit A and Exhibit B are subject to modification or expansion by the Zurich Defendants to reflect new Governmental Proceedings (if any) that may be initiated and shall not be deemed to be exclusive; and

WHEREAS, a May 25, 2005 order in the Action (the "May 25 Order") appointed the law firms of Milberg Weiss Bershad & Shulman LLP and Miller Faucher and Cafferty LLP as Co-Lead Counsel of the Plaintiffs' Executive Committee ("Co-Lead Counsel"); and

WHEREAS, as of September 30, 2005, plaintiffs have obtained in excess of 12 million pages of documents from various defendants in the Action; and

WHEREAS, the May 25 Order provides that Co-Lead Counsel shall, among other things, conduct settlement negotiations on behalf of plaintiffs in this Action ("Plaintiffs") and enter binding agreements with respect to settlement as expressly authorized; and

WHEREAS, consistent with the May 25 Order, Co-Lead Counsel has conducted extensive settlement negotiations with the Zurich Defendants on behalf of Plaintiffs and has been expressly authorized to enter into this Memorandum of Understanding ("MOU") on behalf of Plaintiffs; and

WHEREAS, this MOU sets out the principal terms of an agreement between the Zurich Defendants and Plaintiffs (the "Settling Parties") pursuant to which the Settling Parties agree to settle the claims that have been made or that could have been made against the Zurich Defendants in the Action; and

WHEREAS, the Governmental Proceedings have focused principally on excess casualty insurance policies sold by one or more of the Zurich Defendants through a unit exclusively dedicated to selling insurance policies brokered through Marsh & McLennan during the years 2001 through 2004; and

WHEREAS, this MOU contains certain termination provisions pursuant to which the MOU may be terminated, including with respect to the Zurich Insurers' inability successfully to resolve each and every Governmental Proceedings; and

WHEREAS, if none of the termination provisions found in this MOU is triggered, the Settling Parties shall be bound to execute a Settlement Agreement consistent with the terms set out in this MOU; and

WHEREAS, this MOU provides that, subject to consummation of a Settlement Agreement as set out below, the Zurich Defendants shall pay or cause to be paid to Settlement Class Members (as defined below) a Settlement Amount (as defined below) consistent with the terms of this MOU and that such Settlement Amount shall be distributed to Settlement Class Members, subject to Court approval, pursuant to a plan of allocation (the "Plan of Allocation"); and

WHEREAS, the Settling Parties agree that, to facilitate the Zurich Insurers' resolution of the Governmental Entity Claims, the Plan of Allocation shall be prepared by Co-Lead Counsel in consultation with the Governmental Entities and shall take account of the alleged damages and the equities of the Settlement Class; and

WHEREAS, neither the Zurich Defendants' agreement to the principal terms set out in this MOU, their execution of this MOU nor their good faith negotiation and execution of a Settlement Agreement shall constitute or be construed to be an admission by the Zurich Defendants, by the Zurich Insurers, by Zurich Financial Services or by any of them that any wrongdoing has taken place, that any federal or state laws or common law have been violated, or that any antitrust injury has occurred; and

WHEREAS, the Settling Parties have agreed that they will act in good faith to reach a Settlement Agreement consistent with the terms set out in this MOU; and

WHEREAS, the Settling Parties wish to memorialize the principal terms of their agreement in this MOU.

NOW, THEREFORE, the Settling Parties, by and through their duly authorized representatives, enter into this MOU pursuant to which they agree as follows:

PRINCIPAL TERMS OF SETTLEMENT

A. Subject to Section B below, the Settling Parties shall negotiate a Settlement Agreement in good faith, the principal terms of which shall be as follows:

1. The Settlement Class Period shall be from August 26, 1994 to September 1, 2005, inclusive.

2. The Settlement Class shall consist of all individuals or entities who, during the Class Period, engaged the services of (*i*) one of the Broker Defendants or any subsidiary or affiliate of a Broker Defendant (as the term "Broker Defendant" is defined in the First Consolidated Amended Commercial Class Action Complaint filed in the Action on or about August 1, 2005 (the "Consolidated Complaint")) in connection with the purchase or renewal of insurance or reinsurance pursuant to a contract, policy, agreement, arrangement or understanding with any Insurer Defendant (as that term is defined in the Consolidated Complaint) where the insurance or reinsurance (*a*) involved an insured or a policy owner or an affiliate thereof, any of which was either domiciled in or resident in, or had any other significant contact with, the United States, its territories or possessions, (*b*) involved a contract, policy, agreement, arrangement or understanding entered into in the United States, its territories or possessions, (*c*) involved a contract, policy, agreement, arrangement or understanding subject to federal law or to the law of any of the states of the United States, its territories or possessions, or (*d*) provided coverage for an insurable exposure in the United States, its territories or possessions, or (*ii*) any other broker in connection with the purchase or renewal of insurance or reinsurance pursuant to a contract, policy, agreement, arrangement or understanding with

a Zurich Insurer where the insurance or reinsurance (*a*) involved an insured or a policy owner or an affiliate thereof any of which was either domiciled in or resident in, or had any other significant contact with, the United States, its territories or possessions, (*b*) involved a contract, policy, agreement, arrangement or understanding entered into in the United States, its territories or possessions, (*c*) involved a contract, policy, agreement, arrangement or understanding subject to federal law or to the law of any of the states of the United States, its territories or possessions, or (*d*) provided coverage for an insurable exposure in the United States, its territories or possessions; *provided* that the Settlement Class shall be modified as necessary to include any other individuals or entities who are certified by the Court as members of any other class in the Action.

3. Subject to Section B.2 relating to confirmatory discovery, the Zurich Defendants shall pay or cause to be paid one hundred million dollars ($100,000,000) as the Settlement Amount, with such payment to be made within thirty (30) days following the date on which approval of the settlement becomes final and no longer subject to appeal; *provided* that the Zurich Defendants shall pay interest on the Settlement Amount, with such interest to be calculated at the one-year LIBOR rate for the period starting the day following the day on which the Court approves the Settlement Agreement until such date as the Settlement Amount is paid. The Zurich Defendants agree that, after reaching agreement on all the terms and conditions of consideration to the Settlement Class and the other material terms of the settlement, they will address with Plaintiffs the issue of the amount of fees and expenses to be paid to Plaintiffs. Subject to reaching an agreement with Plaintiffs as to the amount of fees and expenses to be paid to

Plaintiffs in connection with the settlement of the Action and subject to Court approval of such agreed-upon amount, the Zurich Defendants shall pay that amount of fees and expenses (or any lesser amount as ordered by the Court) to Plaintiffs in addition to the Settlement Amount.

4. Settlement Class Members shall release the Zurich Defendants, the Zurich Insurers, Zurich Financial Services, any and all of their respective parents, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), divisions, business units and subsidiaries, and, subject to Section 8 below, each such entity's respective past and present directors, officers, employees, members, partners, principals, agents, attorneys and insurance carriers (but only to the extent such insurance carriers provide insurance coverage or indemnity to one or more Releasee for losses incurred in connection with the Action) (collectively, the "Releasees") from each and every claim, whether known or unknown, whether arising under any federal law, state law, foreign law, common law, rule, regulation or otherwise, (*i*) that has been asserted in the Action and/or in a Governmental Proceeding or (*ii*) that could have been asserted in the Action, in any forum by any Class Member or in a Governmental Proceeding against any of the Releasees where the claim, whether known or unknown, arises out of or is based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth or referred to in the Consolidated Complaint and/or in a Governmental Proceeding (the "Released Claims"). Released Claims shall not include claims, whether known or unknown, of Settlement Class Members to enforce the terms of coverage contained in contracts of insurance or reinsurance issued by a Zurich Insurer or pending

claims (if any) related to (*i*) workers compensation (as identified in Exhibit C), (*ii*) securities fraud, (*iii*) derivative litigation or (iv) claims on behalf of beneficiaries of employee benefit plans sponsored by Releasees.

5. The Settling Parties shall request that the Court enter a complete bar order at the time the Court approves the Settlement Agreement, which complete bar order shall provide as follows:

a. Any and all persons and entities (who have not opted out) are permanently barred, enjoined and restrained from commencing, prosecuting or asserting any claim (whether such claims are legal or equitable, known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued) against any Releasee arising under state, federal or common law, however styled, whether for indemnification or contribution or otherwise denominated, including, without limitation, claims for breach of contract and for misrepresentation, where the claim is based upon, arises out of, or relates to any claim in which such person or entity seeks to recover from any or all of the Releasees (*i*) any amounts such person or entity has paid or may become liable to pay to any of the Settlement Class Members with respect to any Released Claim that (*a*) has been asserted in the Action and/or in a Governmental Proceeding or (*b*) that could have been asserted in the Action, in any forum by any Settlement Class Member or in a Governmental Proceeding against any of the Releasees where the claim, whether known or unknown, arises out of or is based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth or referred to in the Consolidated Complaint and/or in a Governmental Proceeding (collectively, the

"Barred Claims") and/or (*ii*) any costs, expenses, or attorneys' fees from defending Barred Claims. All Barred Claims are hereby extinguished, discharged, satisfied and unenforceable, subject to a hearing to be held by the Court, if necessary. This provision is intended to preclude any liability of any and all of the Releasees to any person or entity for indemnification, contribution, or otherwise on any Barred Claim; *provided* that, any judgment or award obtained by a Settlement Class Member against any defendant in the Action or against any third party shall be reduced by an amount or percentage (if any) equal to the amount or percentage determined by the Court under applicable law to be necessary to compensate such defendant or third party for the loss of any such Barred Claims against any or all of the Releasees.

b. Each and every Releasee is permanently barred, enjoined and restrained from commencing, prosecuting or asserting any claim (whether such claims are legal or equitable, known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued) against any person or entity (including any other Releasee) arising under state, federal, or common law, however styled, whether for indemnification or contribution, or otherwise denominated, including, without limitation, claims for breach of contract and for misrepresentation, where the claim is based upon, arises out of, or relates to any claim in which such Releasee seeks to recover from any person or entity, including another Releasee, (*i*) any amounts any such Releasee has paid or may become liable to pay to any of the Class Members with respect to any Barred Claim and/or (*ii*) any costs, expenses, or attorneys' fees from defending any Barred Claims. All such Barred Claims are hereby extinguished, discharged, satisfied, and

unenforceable. However, notwithstanding anything stated in the complete bar order (or any other provision of the Settlement Agreement), if any person or entity commences, prosecutes or asserts any claim against any Releasee arising under state, federal, or common law, however styled, whether for indemnification or contribution, or otherwise denominated, including, without limitation, claims for breach of contract and for misrepresentation, where the claim is based upon, arises out of, or relates to any Barred Claim and such claim is not barred pursuant to the bar order, the bar order shall not bar any claims by that Releasee against the person or entity who has commenced, prosecuted or asserted the claim.

c. If, notwithstanding the bar order, a person or entity obtains a judgment against any or all of the Releasees on any Barred Claim to recover, directly or indirectly, from such Releasee, any amounts that the person or entity that obtained such judgment might become liable to pay to any of the Settlement Class Members the Settlement Class Members agree that they will reduce or credit any judgment or settlement (up to the amount of such judgment or settlement) that they might obtain against that person or entity by an amount equal to the amount of that person's or entity's judgment against the Releasee.

d. If any term of the complete bar order entered by the Court is held to be unenforceable after the date the Court enters the bar order, such provision shall be substituted with such other provision as may be necessary to afford all of the Releasees the fullest protection permitted by law from any claim that is based upon, arises out of, or relates to any Barred Claim.

e. Notwithstanding the bar order or anything else in the Settlement Agreement, nothing shall release, interfere with, limit or bar the assertion by any Releasee of any claim for insurance coverage under any insurance or indemnity policy that provides coverage respecting the conduct at issue in the Action.

6. Plaintiffs will support any motion filed by the Zurich Defendants with the Court seeking to have the Court declare as unenforceable any claim that the Zurich Insurers, or any one of them, are required to pay any contingent commissions under agreements, arrangements or understandings with the Broker Defendants (or any of their affiliates or subsidiaries).

7. The Settlement Agreement shall include as exhibits the following, among other, documents, which documents shall be submitted to the Court for approval at the time the Settlement Agreement is submitted to the Court:

a. an individual notice to be mailed to Class Members.

b. a summary notice to be published as agreed upon by the Settling Parties.

c. a preliminary order that the Settling Parties will ask the Court to enter at the time it preliminarily approves the Settlement Agreement, which order shall include, among other things, (*i*) preliminary certification of the Settlement Class described above, (*ii*) findings regarding the adequacy of the notice and notice methodology pursuant to which notice will be provided to Settlement Class Members, and (*iii*) a preliminary injunction barring (*a*) Settlement Class Members (who have not opted out) from filing any other lawsuits or other proceedings based upon Released

Claims and (*b*) all persons or entities from filing any other lawsuits or other proceedings as a class action on behalf of Settlement Class Members (who have not opted out) based upon Released Claims.

d. a judgment that the Settling Parties will ask the Court to enter at the time it approves the Settlement Agreement.

e. an order approving the settlement that the Settling Parties will ask the Court to enter at the time it approves the Settlement Agreement, which order shall include, among other things, (*i*) final certification of the Settlement Class described above, (*ii*) findings regarding the adequacy of the notice and notice methodology pursuant to which notice will be provided to Class Members, (*iii*) the bar order described in Section A above, (*iv*) incorporation of the release described in Section A above in its entirety, (*v*) dismissal of the Action as to the Zurich Defendants with prejudice, (*vi*) a permanent injunction barring (*a*) Settlement Class Members (who have not opted out) from filing any lawsuits or other proceedings based upon Released Claims and (*b*) all persons or entities from organizing Settlement Class Members (who have not opted out) for the purposes of pursuing a class action based upon Released Claims, (*vii*) a provision pursuant to which, without affecting the finality of the approval order, the Court retains jurisdiction as to all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and (*viii*) a request that the Settling Parties jointly prepare and submit findings of fact and conclusions of law to the Court.

f. Unless otherwise ordered by the Court, the Plan of Allocation, which shall be prepared by Co-Lead Counsel upon consultation with, and

with the cooperation of, the Governmental Entities that reach settlement with the Zurich Insurers (or any of them).

8. The Zurich Defendants on behalf of themselves and all other Releasees shall agree to act with reasonable diligence in fully and completely cooperating in response to Co-Lead Counsel's inquiries in connection with the continued prosecution of any claims in the Action subject to the terms of a confidentiality agreement pursuant to which Plaintiffs and their counsel shall agree to keep any information obtained from the Zurich Defendants confidential; *provided however*, that, subject to the appropriate protection of trade secrets and confidential commercial information, Co-Lead Counsel shall be able to use information obtained from the Zurich Defendants in any judicial proceedings involving nonsettling defendants in this Action and the related Employee Benefits Action; *provided further* that any former employee of a Zurich Defendant or a Zurich Insurer who has pled (or in the future pleads) guilty, or has been (or in the future is) indicted in connection with, a Governmental Proceeding shall not be a Releasee under the Settlement Agreement unless such individual agrees to comply with this Section 8; *provided further* that, if any Settlement Class Member obtains a judgment against any such unreleased former employee, such Settlement Class Member (*i*) will not seek to recover any portion of that judgment from any Releasee and (*ii*) will reduce its judgment against any such former employee by any amount that the former employee might recover from any Releasee, to ensure that such Releasee will not have to make any payments to or on behalf of that former employee; *provided however*, that the Zurich

Insurers shall oppose any effort by a noncooperating former employee to recover any such amount from a Releasee.

9. The Zurich Defendants and Plaintiffs each will have the discretion (but not the obligation) to terminate the Settlement Agreement if (*i*) the Court, or any appellate court, rejects, modifies or denies approval of any portion of the Settlement Agreement that the terminating party reasonably and in good faith determines is material or (*ii*) the Court, or any appellate court, does not enter or completely affirm, or alters or expands, any portion of the preliminary approval order, the order approving the settlement, the judgment, or any of the Court's findings of fact and conclusions of law as proposed by the Settling Parties that the terminating party believes in good faith is material. Notwithstanding such a termination provision, neither Plaintiffs nor Co-Lead Counsel shall be able to terminate the Settlement Agreement on the basis of the Attorneys' Fees and Expenses Award ordered, or as modified, by the Court or any appellate court.

10. The Zurich Defendants will have the discretion (but not the obligation) to terminate the Settlement Agreement if (*i*) the aggregate amount of premium that is attributable to Settlement Class Members who request exclusion from the Class for excess casualty policies that are covered by the Settlement Agreement is equal to or in excess of five percent (5%) of the aggregate amount of premium paid to Zurich Insurers by all Settlement Class Members for excess casualty policies that are covered by the Settlement Agreement, (*ii*) the Governmental Entities (or any one of them) fail to execute an agreement with the Zurich Insurers (or any one of them) resolving the Governmental

Entity Claims consistent with the terms of this MOU, (*iii*) the Governmental Entities (or any one of them) object to the terms of the Settlement Agreement, (*iv*) Zurich Financial Services' Board of Directors fails to approve the terms of the Settlement Agreement or (*v*) any state class action based upon the Class Action Allegations in which a class has been certified remains unresolved as of the date on which the Settlement Agreement becomes final and no longer subject to appeal.

11. The Zurich Defendants expressly deny the wrongdoing alleged in the Consolidated Complaint and do not concede any wrongdoing or liability in connection with any facts or claims that have been or could have been alleged.

12. Neither the Zurich Defendants' good faith negotiation nor execution of a Settlement Agreement shall constitute or be construed to be an admission by the Zurich Defendants, by the Zurich Insurers, by Zurich Financial Services or by any of them that any wrongdoing has taken place, that any federal or state laws or common law have been violated, or that any antitrust injury has occurred.

13. The Settling Parties shall coordinate any public announcement of the settlement in this Action.

14. Plaintiffs agree that, for a period of three years from the date on which the Settlement Agreement is executed or until the final pre-trial conference in the Action (whichever is sooner), unless present circumstances materially change such that Plaintiffs reasonably conclude that the prospect or amount of ultimate recovery from any remaining Insurer Defendant is substantially lessened or reduced, they will not enter into a settlement of the Action with any remaining Insurer Defendant of comparable

culpability that is more favorable to such Insurer Defendant insofar as it relates to the Settlement Amount without offering similar terms to the Zurich Defendants; *provided* that any dispute between the Settling Parties as to (*i*) whether any other Insurer Defendant with which Plaintiffs settle is of comparable culpability, (*ii*) whether a settlement with any other Insurer Defendant is more favorable to such Insurer Defendant as it relates to the Settlement Amount or (*iii*) whether any terms offered to the Zurich Defendants under this Section 14 are similar to those in a settlement with another Insurer Defendant shall be submitted to the Court for binding mediation.

15. The Settlement Agreement shall be governed by and interpreted according to the laws of the State of New York, excluding its conflict of laws provisions.

16. The Court in which the Action is pending shall retain subject matter jurisdiction to the extent necessary to implement, enforce and interpret the Settlement Agreement; *provided however*, that such subject matter jurisdiction over the Settlement Agreement shall not constitute a basis for nor give rise to personal jurisdiction over Zurich Financial Services.

TERMINATION PROVISIONS

B. This MOU shall terminate under the following circumstances:

1. This MOU shall terminate if the Settling Parties are unable successfully to negotiate a Settlement Agreement that includes, among other things, the principal terms described in Section A above.

2. Plaintiffs have the absolute discretion (but not the obligation) to terminate this MOU upon written notification to the Zurich Defendants if, upon

completion of confirmatory discovery, they and Co-Lead Counsel reasonably and in good faith do not believe that the terms of the settlement are fair, reasonable and adequate.

3. The Zurich Defendants have the discretion (but not the obligation) to terminate this MOU upon written notification to Plaintiffs if:

a. One or more of the Zurich Insurers is unable to reach an agreement with one or more Governmental Entities to resolve Governmental Entity Claims consistent with the terms of this MOU.

b. Any state class action based upon the Class Action Allegations in which a class has been certified is not resolved.

4. This MOU shall terminate without further action by anyone if a Settlement Agreement is not executed within six (6) months of the date on which this MOU is executed and the Settling Parties have not agreed to extend this period of time.

C. If this MOU is terminated, it shall be null and void and shall have no force or effect, and none of the Settling Parties shall be bound by any of its terms, except as follows:

1. The negotiations, statements and proceedings relating to this MOU shall be without prejudice to the rights of the Zurich Defendants, Plaintiffs or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this MOU.

2. Neither this MOU, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever.

3. Neither the Zurich Defendants' agreement to the terms set out in this MOU, their execution of this MOU nor their good faith negotiation of a Settlement Agreement shall constitute or be construed to be an admission by the Zurich Defendants, by the Zurich Insurers, by Zurich Financial Services or by any of them that any wrongdoing has taken place, that any federal or state laws or common law have been violated, or that any antitrust injury has occurred.

4. The confidentiality terms set out in Section E below shall remain in full force and effect.

GENERAL MATTERS

D. Promptly after this MOU is executed, the Settling Parties shall jointly move that the Action be stayed as to the Zurich Defendants, *provided however*, that should this MOU or the Settlement Agreement terminate for any reason, the Zurich Defendants shall not oppose an immediate lifting of the stay; *provided further* that if this MOU or the Settlement Agreement is terminated and the stay is lifted, the Zurich Defendants will engage in expedited discovery so that the Action is not delayed as a result of this MOU or the Settlement Agreement as to the Zurich Defendants or any other defendant.

E. Except as set out below, the Settling Parties agree to keep the fact that they have executed this MOU, the terms of this MOU, and any negotiations relating to the execution of this MOU and/or of the Settlement Agreement confidential.

1. The Settling Parties may disclose the fact that they have executed this MOU to the Court and to other parties in the Action and to each of the Governmental Entities.

2. The Zurich Defendants, the Zurich Insurers, Zurich Financial Services and their affiliates may disclose the fact that the Settling Parties have executed this MOU to, and may discuss the terms of this MOU with, their independent auditors and with each of the Governmental Entities.

3. Plaintiffs, Co-Lead Counsel, the Zurich Defendants, the Zurich Insurers, Zurich Financial Services and their affiliates may make any and all disclosures regarding the existence of this MOU and its terms that they believe may be required by any federal or foreign governmental, regulatory or prosecutorial entity, including in any public filings required by federal, state or foreign law.

F. Confirmatory discovery that is conducted in connection with the settlement will be conducted pursuant to a confidentiality stipulation pursuant to which, among other things, Plaintiffs and Co-Lead Counsel shall agree that all such discovery will be used solely for the purposes of assessing the fairness, reasonableness and adequacy of the settlement terms and that it will be kept confidential from all third parties; *provided* that, subject to obtaining agreement to the terms of the confidentiality stipulation by any such experts, Plaintiffs may share the confirmatory discovery contemplated by this Section F with experts retained by Plaintiffs to evaluate the terms of this MOU and any settlement. The confirmatory discovery described in this Section F

shall be in addition to the information to be provided by the Zurich Defendants pursuant to Section A.8.

G. This MOU shall be governed by and interpreted according to the laws of the State of New York, excluding its conflict of laws provisions. All matters relating to the enforcement and interpretation of this MOU shall be subject to the jurisdiction of the Court in which the Action is pending; *provided however*, that the Court's exercise of subject matter jurisdiction over the MOU shall not constitute a basis for nor give rise to personal jurisdiction over Zurich Financial Services.

H. Melvyn I. Weiss and Edith M. Kallas, on behalf of Milberg Weiss Bershad Schulman LLP, and Bryan L. Clobes, on behalf of Miller Faucher and Cafferty LLP, represent that they are authorized, consistent with the May 25 Order, to enter into this MOU on behalf of Plaintiffs and any other attorneys who have represented or now represent Plaintiffs or Settlement Class Members in the Action with respect to the claims in the Action and/or the Released Claims.

I. Ralph C. Ferrara represents that he is authorized to enter into this MOU on behalf of the Zurich Defendants and any other attorneys who have represented or now represent the Zurich Defendants in the Action.

J. This MOU may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile or by an electronically transmitted signature shall be fully and legally binding on a Settling Party.

K. This MOU shall be deemed to be executed on the date by which all of the Settling Parties have executed it.

Executed this 14th day of October, 2005.

Melvyn I. Weiss
Edith M. Kallas
Milberg Weiss Bershad & Schulman LLP
One Pennsylvania Plaza
49th Floor
New York, New York 10119

Bryan L. Clobes
Miller Faucher and Cafferty LLP
One Logan Square, Suite 1700
18th and Cherry Streets
Philadelphia, Pennsylvania 19103

On Behalf of Plaintiffs

Ralph C. Ferrara
LeBoeuf, Lamb, Greene & MacRae, LLP
1875 Connecticut Avenue, N.W.
Suite 1200
Washington, D.C. 20009

On Behalf of the Zurich Defendants

K. This MOU shall be deemed to be executed on the date by which all of the Settling Parties have executed it.

Executed this 14th day of October, 2005.

Edith M. Kallas

Melvyn I. Weiss
Edith M. Kallas
Milberg Weiss Bershad & Schulman LLP
One Pennsylvania Plaza
49th Floor
New York, New York 10119

Bryan L. Clobes/EK

Bryan L. Clobes
Miller Faucher and Cafferty LLP
One Logan Square, Suite 1700
18th and Cherry Streets
Philadelphia, Pennsylvania 19103

On Behalf of Plaintiffs

Ralph C. Ferrara
LeBoeuf, Lamb, Greene & MacRae, LLP
1875 Connecticut Avenue, N.W.
Suite 1200
Washington, D.C. 20009

On Behalf of the Zurich Defendants

EXHIBIT A

GOVERNMENTAL PROCEEDINGS

STATE	AUTHORITY
California	California Attorney General
Colorado	Colorado Attorney General
Delaware	Delaware Department of Insurance
Florida	Florida Attorney General Florida Department of Financial Services Florida Office of Insurance Regulation
Iowa	Iowa Insurance Division
Illinois	Illinois Department of Financial and Professional Regulation Division of Insurance
Maryland	Maryland Attorney General
Massachusetts	Massachusetts Attorney General
Minnesota	Minnesota Attorney General Minnesota Department of Commerce
Nebraska	Nebraska Department of Insurance
New York	New York Attorney General New York Department of Insurance
North Carolina	North Carolina Department of Insurance
Ohio	Ohio Attorney General Ohio Department of Insurance
Oklahoma	Oklahoma Commissioner of Insurance
Pennsylvania	Commonwealth of Pennsylvania Attorney General
Texas	Texas Attorney General
West Virginia	West Virginia Attorney General

EXHIBIT B

ZURICH INSURERS INVOLVED IN GOVERNMENT PROCEEDINGS

Zurich American Insurance Company (Zurich North America)

Zurich Insurance Group

Zurich American Insurance Company of Illinois

American Zurich Insurance Company

American Guarantee & Liability Insurance Company

Steadfast Insurance Co.

Fidelity & Deposit Company of Maryland

Maryland Casualty Company

Assurance Company of America

Colonial American Casualty & Surety Company

Zurich American Insurance Agency

Northern Insurance Company of New York

Empire Fire and Marine Insurance Company

Centre Insurance Co.

Farmers New World Life Insurance Company

Kemper Investors Life Insurance Company

EXHIBIT C

Released Claims do not include any claims asserted in the following actions:

1) *Sandwich Chef of Texas, Inc. v. Reliance National Indemnity Insurance Co.*, Civil Action No. H-98-1484 (United States District Court for the Southern District of Texas).

2) *Foodarama Supermarkets, Inc., et al. v. Allianz Insurance Co., et al.*, Docket No. L-3556-97 (Superior Court of New Jersey, Law Division: Morris County)

3) *Bristol Hotel Asset Co., et al. v. The Aetna Casualty and Surety Co., et al.*, Civil Action No. 97-92-I (Chancery Court for Davidson County, Tennessee)

4) *Foodarama Supermarkets, Inc., et al. v. Allianz Insurance Company Group, et al.*, No. 1138 (Court of Common Pleas, Philadelphia County Civil Division, Commonwealth of Pennsylvania)

5) *Bristol Hotel Management Corp., et al. v. The Aetna Casualty and Surety Company, et al.*, Cause No. 97-2240-CIV-MORENO (United States District Court for the Southern District of Florida)

6) *Bristol Hotel Management Corp., et al. v. The Aetna Casualty and Surety Company, et al.*, Cause No. CL-97-00727 (Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida)

7) *Melvin Simon & Associates, Inc., et al. v. Standard Fire Insurance Company, et al.*, No. 97-RCCV-28 (Georgia Superior Court, Richmond County)

8) *CR/PL Management Co., et al. v. Allianz Insurance Company Group, et al.*, No. 98 CH 01635 (Circuit Court of Cook County, Illinois)

9) *Hill-Behan Lumber Co. v. Hartford Insurance Company, et al.*, No. 982-00338 (Circuit Court of the City of St. Louis, Missouri)

10) *Dal-Tile Corporation, et al. v. National Council on Compensation Insurance, Inc., et al.*, Case No. 311263 (Superior Court of the State of California, County of Riverside)

11) *Alumax, Inc., et al. v. Allianz Insurance Company, et al.*, Civil Action No. CV 9803222 (Circuit Court of Jefferson County, Alabama)

12) *Payless Cashways, Inc., et al. v. National Surety Corp., et al.*, Civil Action No. 98 CI 2388 (Fayette Circuit Court, Commonwealth of Kentucky)

13) *American Association of Retired Persons, et al. v. National Surety Corp., et al.*, Case No. 98-820589 CZ (Circuit Court for the County of Wayne, Michigan)

14) *Burnham Services Corporation, et al. v. National Council on Compensation Insurance, Inc., et al.*, No. 98603231 (Supreme Court of the State of New York, County of New York)

15) *Albany International Corporation, et al. v. American Home Assurance Company, et al.*, Case No. CV 98-11695 (Arizona Superior Court, Maricopa County)

EXHIBIT 3

RELEASE

This RELEASE (the "Release") is executed this ___ day of _____, 2006 by RELEASOR (defined below) in favor of RELEASEE (defined below).

DEFINITIONS

"RELEASOR" refers to **[fill in name _____]** and any of its affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of RELEASOR.

"RELEASEE" refers to Zurich Financial Services, Zurich Holding Company of America Inc. and Zurich American Insurance Company and any of their subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers (collectively, "Zurich").

"ASSURANCE" refers to an Assurance of Discontinuance and Voluntary Compliance between Zurich US and the Attorney General of the State of New York, the Attorney General of the State of Illinois and the Attorney General of the State of Connecticut (collectively "Attorneys General") dated March 27, 2006 and an accompanying stipulation between Zurich and the Superintendent of Insurance of the State of New York ("NYSI") dated March 27, 2006, relating to (I) investigation by each of the Attorneys General and NYSI related to Zurich's alleged use of contingent commission agreements or placement service agreements to steer business; and (ii) investigations by each of the Attorneys General and NYSI related to Zurich's alleged participation in bid rigging schemes.

RELEASE

1. In consideration for the total payment of $_____ in accordance with the terms of the ASSURANCE, RELEASOR does hereby fully release, waive and forever discharge RELEASEE from any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, whether under state, federal or foreign statutory or common law, and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity (collectively, "claims"), to the extent any such claims are based upon, arise out of or relate to, in whole or in part, (i) any of the allegations, acts, omissions, transactions, events, types of conduct or matters described in the ASSURANCE, or were subject to investigation by any of the Attorneys General and NYSI as referenced in the ASSURANCE; (ii) any allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of In re Insurance Brokerage Antitrust Litigation, MDL No. 1663, or the actions pending in the United States District Court for the District of New Jersey captioned In re: Insurance Brokerage Antitrust Litigation, Civ. No. 04-

5184 (FSH), and In re Employee Benefit Insurance Brokerage Antitrust Litigation, Civ. No. 05-1079 (FSH) or any related actions filed or transferred to the United States District Court for the District of New Jersey that are consolidated into either of the preceding Civil Action dockets; or (iii) any allegations of bid-rigging or of the use of contingent commission agreements or placement service agreements to steer business arising from acts or conduct on or before the date of the ASSURANCE; provided, however, that RELEASOR does not hereby release, waive, or discharge RELEASEE from any claims that are based upon, arise out of or relate to (a) the purchase or sale of Zurich's securities; and (b) Zurich's Life Insurance Operations (as defined by the Assurance to which this Release is an exhibit); (c) Farmers Insurance Exchange, Truck Insurance Exchange, Fire Insurance Exchange and their respective subsidiaries..

2. In the event that the total payment referred to in paragraph 1 is not made for any reason, then this RELEASE shall be deemed null and void, provided that any payments received by RELEASOR shall be credited to Zurich in connection with any claims that RELEASOR may assert against Zurich, or that are asserted on behalf of RELEASOR or by a class of which RELEASOR is a member, against Zurich.

3. This RELEASE may not be changed orally and shall be governed by and interpreted in accordance with the internal laws of the State of New York, without giving effect to choice of law principles, except to the extent that federal law requires that federal law governs. Any disputes arising out of or related to this RELEASE shall be subject to the exclusive jurisdiction of the Supreme Court of the State of New York or, to the extent federal jurisdiction exists, the United States District Court for the Southern District of New York.

4. Releasor represents and warrants that the claims have not been sold, assigned or hypothecated in whole or in part.

Dated:

RELEASOR:

By:

Print Name:

Title: